

SPECIAL PUBLIC NOTICE
CY 2024-South Amboy, NJ
REQUEST FOR QUALIFICATIONS/PROPOSALS:
Public Defender for 2024

TAKE NOTICE that The City of South Amboy is soliciting Requests for Proposals, through a competitive, fair and open process for qualifications and proposals for the provision of **Public Defender**, specifically in the following areas:

1. Municipal Public Defender

All proposers must comply with N.J.S.A. 10:5-31; N.J.S.A.10:6-31 et seq; N.J.A.C 17:27 as well as The City of South Amboy General Code 2-54A, Regulations on Contributions, copy of which will be provided in the qualification packet which can be obtained by submitting your contact information to Deborah Brooks, RMC, Municipal Clerk at Clerk@southamboynj.gov or during regular business hours from the City Clerk, 140 No. Broadway, South Amboy, New Jersey.

One (1) original and eight (8) copies of said Request for Qualifications/Proposals must be submitted to the Office of the City Clerk in the City of South Amboy, in the County of Middlesex, State of New Jersey, located at 140 No. Broadway, South Amboy, NJ, 08879.
no later than 12:00 Noon on Tuesday, February 14, 2024.

Deborah Brooks, RMC
Municipal Clerk

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Said Letters and Proposals will be evaluated by the Mayor and the City Council in conjunction with the respective Boards/Commissions having jurisdiction on the basis of that which is most advantageous to the City, taking into consideration the following factors:

- Qualifications, experience and reputation in the field by the firm and its personnel.
- Knowledge of the subject matter.
- Availability to attend all required meetings or court proceedings (if applicable).
- Availability of personnel, facilities, equipment and other resources to provide such services.
- Any other factors demonstrated to be in the best interests of the City of South Amboy.

The following documents must also be included in the packet:

1. Proposed Fee Schedule on a Flat Fee and/or Hourly Basis.
2. Respondent Identification Form (A-1)
3. Business Registration Certificate (to be submitted by Respondent);
4. Affirmative Action Compliance Notice and Exhibit A Mandatory Equal Employment Opportunity Language (Form A-2);
5. Proof of Compliance with the American with Disabilities Act of 1990 (Form A-3);
6. Business Entity Disclosure Certification – Parts I and II (Form A-4);
7. Certificates of Insurance:
 - Professional Liability
 - Workers Compensation

General Instructions:

The proposals shall be submitted in sealed envelopes as follows:

One (1) original and eight (8) copies of the proposal packages must be submitted to the City no later than 12:00 Noon **on Tuesday, February 14, 2024** to the Office of the City Clerk, 140 No. Broadway, South Amboy, NJ 08879.

Please note that with all forms additional sheets can be attached if necessary.

**Deborah Brooks, RMC
Municipal Clerk**

- **Public Defender** - Not Required (Covered in salary guide)

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Information on Individuals to be Performing Tasks under this Proposal
(Include for each individual anticipated to perform tasks)

Name of Firm_____

Name _____ Title_____

Years of experience _____

Area(s) of expertise/specialization _____

Previous municipal/governmental work _____

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Additional Required Narratives

Attach Separate Pages for the following: Please make sure that the name of the proposing firm is clearly marked at the top of each page in case pages become separated.

1. Narrative on the experience of the firm in matters facing municipal government especially those of similar size and form of that of the City of South Amboy.
2. A list of all references for the firm including postal and e-mail addresses and telephone numbers.
3. Narrative of successes in applicable related areas including references for these verifiable successes.
4. Provide a narrative detailing the firm's ability to timely meet the needs of the City. You should include, but not limited the narrative to, a description of staffing patterns/levels including the combination of experience between the staff anticipated to work on issues under this proposal. The narrative should describe the geographical location of the firm and its key employees as it relates to responsiveness to the City and its needs.
5. An optional narrative can be supplied as a summary or "catch all" for information that has not been included in other areas of your proposal.

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Additional Required Information

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A-1

RESPONDENT IDENTIFICATION FORM

AN INDIVIDUAL

By _____ (SEAL)
(Individual's Name)

Doing business as _____

Business Address: _____

Phone Number: _____ e-mail _____

WEB Site Address: _____

A PARTNERSHIP

By _____ (SEAL)
(Firm Name)

(General Partner(s))

Business Address: _____

Phone Number: _____ e-mail _____

WEB Site Address: _____

A CORPORATION

By _____ (Corporate Seal)
(Corporation Name)

(State of incorporation)

By _____
(Name of Person authorized to Sign)

(Title)

ATTEST: _____
(Secretary)

Business Address: _____

Phone Number: _____ e-mail _____

WEB Site Address: _____

A-2

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The federal Americans with Disabilities Act of 1990 requires bid specifications and contracts to contain language that prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities. Please indicate your intent to comply with the following provisions if your firm is selected to provide services to The City of South Amboy by signing below:

The **contractor** and **The City of South Amboy, New Jersey** (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. *§12101* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

NAME OF PROPOSER:_____

SIGNATURE:_____

TITLE:

Date:_____

| | |
|--|--|
| | |
|--|--|

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity:_____

Signature of Affiant:_____

Title:_____

Printed Name of Affiant :_____

Date:_____

Subscribed and sworn before me this ____ day
of _____, 2____.

(Witnessed or attested by)

My Commission expires:

(Seal)

2-54A REGULATIONS ON CONTRIBUTIONS.*

2-54A:1 Prohibition on Awarding Public Contracts to Certain Contributors.

a. To the extent that it is not inconsistent with State or Federal law, The City of South Amboy (the "City") and any of its purchasing agents, departments, and instrumentalities as the case may be, shall not enter into any agreement or otherwise contract to procure services from any professional business entity or procure services or goods from any vendor, if such professional business entity or vendor has solicited or made any contribution of money, or pledge of a contribution, including in-kind contribution, to: (1) a campaign committee of any City candidate or holder of public office having ultimate responsibility for the award of a contract; (2) to any City or Middlesex County party committee; or (3) to any political action committee (PAC) that is organized for the purpose of promoting or supporting City municipal candidates or municipal officeholders, in excess of the thresholds specified in paragraph d. of this subsection within one (1) calendar year immediately preceding the date of the contract or agreement.

b. No professional business entity or vendor who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City or any departments thereof, for the rendition of professional services or goods and services, as the case may be, shall knowingly solicit or make any contribution of money, pledge of contribution, including in-kind contributions, to: (1) any City candidate or holder of public office having ultimate responsibility for the award of a contract; or (2) to any City of Middlesex County party committee; or (3) to any PAC that is organized for the purpose of promoting or supporting City municipal candidates or municipal officer holders, between the time of first communication between that professional business entity or vendor and the City regarding a specific professional services agreement or goods and services agreement, as the case may be, and the later of the termination of negotiations, rejection or acceptance of any proposal.

1. For the purposes of this section, a professional business entity shall also include any contractor and/or redeveloper as that term is defined under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et. seq., that seeks to enter into any contract whatsoever with the City of South Amboy or any entity, agency or public authority created by The City of South Amboy under the laws of the State of New Jersey as may be revised and amended. The proscriptions set forth hereunder shall also apply to any professional consultant or lobbyist contracted and/or employed by any contractor and/or redeveloper for the purpose of rendering and/or performing any services, or providing any goods that may arise under any aspect of a contract and/or redevelopment agreement, including any lobbying of government officials that may precede or arise from any contract or redevelopment agreement and/or any anticipated contract or redevelopment agreement as set forth in subsection 2-54A.8 of this section. No professional business entity as defined in this subsection shall made any contribution in contravention of this section between the time that the property that is the subject of the redevelopment project has been included in a memorializing resolution adopted by The City of

South Amboy directing the Planning Board to conduct a preliminary investigation to determine if the site is in need of redevelopment in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., and the date of entering the redevelopment agreement, or the twelve (12) months prior to entering into the redevelopment agreement, whichever period is shorter.

c. For purposes of this section, a “professional business entity” and a “vendor” seeking a public contract means an individual, including the individual’s spouse, if any, and any child living at home; person; firm; corporation; professional corporation; partnership; organization; or association. The definition of a business entity and vendor includes all principals who own ten (10%) percent or more of the equity in the corporation or business trust, partners and officers in the aggregate employed by the entity or vendor, as well as any subsidiaries directly controlled by the business entity or vendor.

d. Any individual meeting the definitions of “professional business entity” or “vendor” under this section may annually contribute a maximum of two thousand six hundred (\$2,600.00) dollars each for any purpose to any candidate, for mayor or council, per election, or eight thousand two hundred (\$8,200.00) dollars annually to the South Amboy City or Middlesex County party committee or to a PAC referenced in this section, without violating paragraph a. of this subsection.

e. For purposes of this section, all prohibitions and limitations on contributions to a “City candidate or holder of public office having ultimate responsibility for the award of a contract” shall be applicable, in the case of dual office holding, to contributions to or for the benefit of the dual officeholder regardless of office.

f. For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be:

1. The City of South Amboy Council, if the contract requires approval or appropriation from the Council;

2. The Mayor of The City of South Amboy, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

2-54A.2 Contributions Made Prior to the Effective Date. No contribution of money or any other thing of value, including in-kind contributions, made by a professional business entity or vendor to any South Amboy City candidate for Mayor or Council, or South Amboy City or Middlesex County party committee or PAC referenced in this section shall be deemed a violation of this section, nor shall an agreement for property, goods or services, of any kind whatsoever, be disqualified thereby, if that contribution was made by the professional business entity or vendor prior to the effective date of the ordinance codified in this section.

2-54A.3 Contribution Statement by Professional Business Entity and Vendor.

a. Prior to awarding any contract or agreement to procure services with any professional business entity and any contract or agreement to procure goods and services from a vendor, the City or its purchasing agents and departments, as the case may be, shall receive a sworn statement from the professional business entity or vendor, made under penalty of perjury, that the professional business entity or vendor has not made a contribution in violation of subsection 2-54A-1 of this section.

b. The professional business entity and vendor shall have a continuing duty to report any violations of this section that may occur during the negotiation, proposal process or duration of a contract. The certification required under this subsection shall be made prior to entry into the contract or agreement with The City of South Amboy, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

2-54A.4 Return of Excess Contributions – Professional Business Entity, Vendor, City Candidate or PAC.

A professional business entity, vendor, or City candidate or office holder, of City of Middlesex County party committee or PAC referenced in this section, may cure a violation of subsection 2-54A.1 of this section, if, within thirty (30) days after a cited violation hereunder, the professional business entity or vendor notifies the City Council in writing and seeks and receives reimbursement of the contribution from the relevant City candidate or officeholder, City or Middlesex County political party or PAC referenced in this section.

2-54A.5 Limitation on Employee Contributions.

a. To the extent that it is not inconsistent with State or Federal law, no City employee shall knowingly solicit or make any contribution of money, pledge of contribution, including in-kind contributions, to: (1) any City candidate or holder of public office; (2) to any City or Middlesex County party committee; or (3) to any PAC that is organized for the purpose of promoting or supporting City municipal candidates or municipal officeholders, in excess of the thresholds specified in subsection 2-54A.1.d of this section.

2-54A.6 Disclosure Required on Major Subdivision and Site Plan Applications.

At the time of filing an application for major subdivision and site plan approval, all applicants therefor shall also file with The City of South Amboy Zoning Board of Adjustment or Planning Board, as the case may be, a disclosure under penalty of perjury, setting forth the amounts of all contributions to: (a) any City candidate or holder of public office; (b) to any City or Middlesex County party committee; or (c) to any PAC referenced in this section, made by such applicant within two (2) calendar years of the date of such application.

2-54A.7 Penalty.

a. All South Amboy City professional service agreements, vendor contract or other contracts and/or agreements of any nature whatsoever, including all redevelopment agreement, shall provide that it shall be a breach of the terms of the government contract for a professional business entity or vendor to violate subsection 2-54A.1 of this section or to knowingly conceal or misrepresent contributions given or received, or to make or solicit

contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution.

b. Any professional business entity or vendor as defined in subsection 2-54A.1 of this section who knowingly fails to reveal a contribution made in violation of this section, or who knowingly makes or solicits contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution, shall be disqualified from eligibility for future South Amboy City contracts, agreements, or provisions of goods and services, for a period of four (4) calendar years from the date of the violation.

2-54A.8 Contribution Restrictions and Disclosure Requirement Applicability to Consultants.

a. The contribution and disclosure requirements in this section shall apply to all professional business entities as well as professionals, consultants or lobbyists contracted or employed by the business entity ultimately designated as the redeveloper to provide services related to the:

1. Lobbying of government officials in connection with the examination of an area and its designation as an area in need of redevelopment or in connection with the preparation, consultation and adoption of the redevelopment plan or any other City public contract;

2. Obtaining the designation or appointment as redeveloper or any other contractor or vendor;

3. Negotiating the terms of any contract and/or redevelopment agreement or any amendments or modifications thereto; and/or

4. Performing the terms of any contract and/or any redevelopment agreement.

b. It shall be a breach of the consultant's contract, and shall require immediate termination, for a consultant to violate the contribution limits and/or disclosure requirements in this section.

c. A professional business entity that participates in, or facilitates, the circumvention of the contribution restrictions through consultants or professionals shall be deemed to be in breach.

2-54A.10 Return of Excess Contributions – Redeveloper, Municipal Candidate or PAC.

a. A redeveloper or municipal candidate or officeholder or municipal or County party committee or PAC referenced in this section may cure a violation of subsection 2-54A.1 of this section and deemed not to be in breach, in within thirty (30) days of filing the applicable New Jersey Election Law Enforcement Committee (ELEC) report, the redeveloper notifies the Municipal Council in writing and seeks and receives reimbursement of a contribution from the municipal candidate or municipal or county political party or PAC referenced in this section.

b. Furthermore, any professional business entity, including a redeveloper that violates any proscription set forth hereunder shall be disqualified from eligibility for future

The City of South Amboy redevelopment agreements for a period of four (4) calendar years from the date of the violation.

2-54A.11 Severability. If any provision of this section, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this section to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, and to this extent the provisions of this section are severable.